



REQUEST FOR QUALIFICATIONS AND PROPOSAL
TUSAYAN SPORTS COMPLEX
MASTER PLAN
AND
FEASIBILITY STUDY

TUSAYAN SPORTS COMPLEX MASTER PLAN AND FEASIBILITY STUDY CONSULTANT

I. GENERAL DESCRIPTION

The Town of Tusayan requests the submission of proposals for a one-time contract for professional services relating to a Sports Complex Master Plan and Feasibility Study.

Tusayan is located as a gateway to the South Rim of the Grand Canyon in Coconino County, Arizona at an elevation of 6,612 feet. Tusayan was incorporated in 2010 and is a rural community of around 300 full-time residents. However, the South Rim of the Grand Canyon attracts **over 6 million visitors** each year, nearly all of whom pass through the Town. The Town is also the home of the Grand Canyon airport where helicopter and airplane tours depart daily.

The Town is seeking a consultant who will have experience with land use regulations, public involvement processes and the ability to apply and effectively present innovative concepts to policy makers and the general public. Public and stakeholder input will be a significant part of this planning process.

The final plan should have a well-designed format that utilizes an appropriate mix of text, graphics, photographs, charts and maps to convey its findings and recommendations concisely and effectively. The format and content should be designed to be straightforward so that it is easily understandable to the average resident and reader.

II. HISTORY OF TUSAYAN

The community's history dates back almost to the beginning of the Grand Canyon National Park in 1919.

From 1905 to 1919, George Reed was one of the few Forest Service rangers working in the Tusayan Forest Reserve (now called the Kaibab National Forest). Stationed at Hull Tank Cabin, he patrolled the forest south of the Grand Canyon. In a remote corner of the forest, the Iowa-born Reed saw potential for a successful vegetable farm in the rich soil of the Coconino Wash. Reed quit the Forest Service and in April 1920, the same month that the Grand Canyon was formally dedicated as a National Park, he homesteaded a 160-acre tract of land in Sections 23 and 24 of Township 30, some seven miles south of Grand Canyon Village.

The 40-year-old Reed and his wife Mable grew whatever would grow, primarily potatoes, in the natural clearing along the Coconino Wash. He was a good farmer. In addition to feeding his family, he sold to the hotels in the National Park. In March 1927, he applied to the forest service for a permit to farm on five acres west of his homestead, and on four other homestead entries.

Getting his vegetables to Grand Canyon Village was a problem. The nearest “highway” connecting Grand Canyon with the “outside world” followed the railroad tracks from Williams by way of Anita Station and Rowe’s Well. Another came from Maine (Maine, Arizona – not the state!) and connected with the Desert View Road near Grand View Point. Branching off the road from Williams to Grand Canyon, a dirt trail led east, up the Coconino Wash, to the Reed Homestead. The trail was the handiwork of one of the mining and lumbering camps which operated in the forest south of Reed’s farm. Since George Reed didn’t have an automobile (few people did) during the first years of farming, he made the seven-mile journey to the Grand Canyon Village by horseback or in a mule-drawn wagon.

Reed’s transportation problem was solved in 1928 when the federal government agreed to build a new highway to the Grand Canyon from Williams as part of a deal for the National Park Service to acquire ownership of the Bright Angel Trail which was, at that time, owned by Coconino County. Unlike today, in the 1920s and 1930s, there were many “inholdings” of private and county property inside the boundaries of Grand Canyon National Park.

With the new highway came new neighbors for the Reeds. The first was Rudolph “Chick” Kirby who opened a store and campground in August 1928 on 10 acres of land leased from the forest service. A few years later, Kirby sold his business to Charles Green and by 1934, the place was known as “Moqui Camp.”

In the late 1930s, the Civilian Conservation Corps (CCC) workers constructed the first rock cabins of the present Tusayan District Administrative Office of the Forest Service.

Galindo named the new business the “Tusayan Bar” after the surrounding National Forest. It was a popular watering hole for Santa Fe Railway employees and neighboring ranch cowboys on paydays. The State of Arizona, as was the custom, installed a sign along the highway to identify the private property. They could have used Reed’s name, but instead, they posted a sign near the bar identifying the area as “Tusayan.”

After being open only a few years, the bar burned down. The business was never rebuilt, but the rock fireplace still stands in the middle of what is now known as the **Fireside Ridge**.

Farming was hard work, and as George Reed grew older, the rigors became less tolerable to him. When Ten X Cattle Company offered to buy his homestead in the 1930s, Reed called it quits and sold out. For the next decade, the Reed’s homestead was used as a cattle ranch.

Not much happened in Tusayan, or in the Grand Canyon Park, during the war years of the 1940s. Gas was rationed, and tourist visits declined to almost nothing. After the war, the number of visitors grew, soon exceeding the pre-war levels. Local people and returning veterans were quick to see the business potential of tourism to the Grand Canyon National Park.

One of those who saw the potential was Ed Montgomery who owned Arizona Helicopter Service, one of the first helicopter businesses in the US. Montgomery was headquartered in Tucson and would take his Bell Model 47

helicopters wherever there was business. In 1948 he was hired by an Episcopal missionary to “sling load” a surplus military Quonset hut to Havasupai Canyon to be used as a chapel. The charter did not go as well as hoped when the helicopter crashed some mile and a half north of the Red Butte airfield. Neither the pilot nor the hut was hurt.

The idea of carrying tourists, who weighed less than a Quonset hut, stuck with Montgomery and in May 1950, he leased the site of the old Tusayan Bar for a summer helicopter sightseeing business. It was soon popular with visitors and local residents alike. However, within a year or two the business closed.

This time in the early 1950s was one of major change for Tusayan. The Ten X Cattle Company realized that more money could be made by selling off the land than by ranching it. One of the first organizations to move in was the Grand Canyon Post of the American Legion. Buford Belgrade had been elected president of the local chapter in 1950 and he was determined to find a place for the Legion Post to call home. He began negotiations with Ten X Cattle Company to buy a part of Tusayan. After two years of wheeling and dealing, the Legion finally bought two acres in 1952, including George Reed’s original home. It took Belgrade more than eight years to get clear title to the land, due in part to the deaths of some of the principles in the Ten X Cattle Company. The Reed house was converted into the Legion Hut, but later became the site of the Quality Inn.

The balance of the Reed property was bought from the Ten X Cattle Company by R.P. “Bob” Thurston, a prominent Williams businessman and rancher who had been ranching in the area west of the Reed homestead since the 1920s. R.P. Thurston’s acquisition of this property, and his family’s foresight, would prove to be a key factor in the development of Tusayan.

In 1951, the State of Arizona decided to improve Highway 64 to accommodate the increasing number of cars traveling to the National Park. Bob Thurston offered to sell the state right-of-way for \$1 if they would realign the highway to run directly north through the middle of the homestead. Having served on the Coconino County Road Commission, Thurston knew the value of highway frontage. The State Highway Department agreed and in 1953 the highway was built where it still is today.

In 1953, there was a population boost when the Golden Crown Mining Company purchased ten acres on the northwesterly side of the meadow in Tusayan for a campsite for their employees. They owned the Hogan’s Orphan uranium mine on the rim of the Canyon near Powell Point.

After the mine closed, the campsite was used as a religious retreat for a few years. In the 1980s, the U-shaped campsite building became known as “Ed’s Beds,” although there never was a person named Ed involved with the property. Later, the Quality Inn office and restaurant were built on that site.

A corner of the campsite property, fronting on Highway 64, was leased by “Preacher” Paul Milton, a former manager for Grand Canyon Airlines, and his wife Kay. They built a gift shop named The Western Village. In 1967, the entire ten-acre campsite, and the Orphan mine adjacent to Powell Point inside the National Park, were sold to the Cotter Corporation, another uranium business. It was resold in 1982 to airline owners John Seibold and Elling Halvorson.

The Thurston family built the Red Feather Lodge in 1963-64 on a small rise in the middle of Tusayan. On the opposite side of the highway, they built White Service Station. That station site was later converted to TWA Services Trading Post and McDonald’s Restaurant. To the south of the Lodge, the Thurstons built a new Tusayan Bar. Years later, after several name changes, the bar and restaurant became the site of a new Holiday Inn Express.

In 1964, the State of Arizona started construction on a new airport, built along the west side of Highway 64 between the Reed Homestead (now owned by the Thurstons) and the Rain Tank property. Once again, Bob Thurston cooperated with the state in getting the property.

III. BACKGROUND MATERIALS

The following documents are available on the town website <https://tusayan-az.gov/> and should be reviewed by the respondent to provide additional background information on the municipality and previous planning efforts:

- *Town of Tusayan General Plan (April 16, 2014)*
- *Tusayan Codes and Ordinances*
- *Tusayan Zoning Map and Ordinance*
- *Budget and Financial Audits*
- *Capital Improvement Projects*

IV. TENTATIVE TIMELINE

Issue RFP	June 1, 2023
Clarification Deadline	July 1, 2023
Submittal/Open RFP	July 17, 2023
Interviews	August 1, 2023
Town Council Approval and Award of Contract	August 8, 2023
Services Commence	September 1, 2023

V. SCOPE OF SERVICES

a. PURPOSE

The Town of Tusayan seeks proposals from multi-discipline teams for professional architecture, landscape architecture, and engineering services to develop a Sports Complex Master Plan and Feasibility Study. The professional disciplines may be from a single firm or from teams composed of a lead firm and sub-consultant firms. Although Tusayan has few formal or developed parks, outdoor recreational opportunities abound, including hiking, mountain biking, cross country skiing, and ice skating. See Appendix A for a full description and map of Tusayan’s existing outdoor recreational opportunities.

Tusayan now desires to develop a sports complex on about 31 acres of land in cooperation with the Grand Canyon Unified School District (GCUSD) pursuant to

an Intergovernmental Agreement between the Town and GCUSD. See Appendix B for a complete copy of the IGA. GCUSD acquired the property from the United States Forest Service subject to certain limitations and restrictions on use of the land, including an avigation easement. See Appendix C for a copy of the Decision Notice and Finding of No Significant Impact - Conveyance of National Forest System Land to the Grand Canyon School District #4. See Appendix D for a copy of the Quit Claim Deed from the United States to the Grand Canyon Unified School District #4.

b. PROJECT SCOPE/DUTIES OF CONSULTANT

The selected consultant will develop a Sports Complex Master Plan to guide the Town in the funding and prioritizations of a sports complex on approximately 31 acres of land owned by the GCUSD. Incorporated into this is a needs assessment and feasibility analysis to determine whether to proceed with planning, funding, and creating an indoor community recreation center.

A second phase could lead to a contract with one “lead” firm to complete plans and construction documents for the first phase of those improvements. The contract documents will be a traditional design-bid-build delivery method.

The consultant will also evaluate the Town’s current recreational offerings to determine the highest and best use for a sports complex. If community recreational needs are not currently being met by existing facilities (e.g., ball fields, dog park, trails, running track, bike paths, picnic areas, pickleball, skate park, outdoor amphitheater, etc.), an analysis of the best location on the subject property for new facilities should be included.

We encourage creative concepts that could integrate the flow between and increase accessibility to outdoor recreation spaces. The proposer is encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to obtain a high-quality plan. All changes should be listed and explained. However, the scope of work proposed, at a minimum, must accomplish the goals and work outlined below.

The work of the consultant shall include, but not be limited to, the following:

- i. An analysis of existing recreation opportunities and facilities and their utilization. For purposes of this study both passive and active uses should be considered.
- ii. Public input and participation, potentially including major stakeholders (i.e., GCUSD, Arizona Department of Transportation Aeronautics Division, and the USFS), focus groups, interviews, public meetings, and/or a community survey about the recreational needs of our students, residents, and visitors. Input should be solicited from the public at large as well as school-aged children, seniors, Town advisory boards and commissions, and municipal staff (including recreation, public works, and

police departments) who are familiar with what outdoor spaces are most popular. Applicants should detail which types of public input they will utilize when conducting the Master Plan and Study and how they intend to obtain public input.

- iii. How to best utilize the available space on the property for sports, and recreation facilities with consideration for the ecology of the parks and the needs of the community for both passive and active recreation offerings.
- iv. Projected costs for installation of sports and recreation infrastructure should be included in the final report. Both short-term and long-term maintenance of current recreation assets as well as ongoing maintenance costs of any newly recommended items should be included in the final report.
- v. Providing a proposed overall complex improvement, and phasing plan.
- vi. Recommend how to best comply with ADA and the Architectural Barriers Act as applicable.
- vii. Recommend sustainable design principles, natural landscapes, native plants, water quality best management practices, and ecosystem protection into design of this project.
- viii. Identify locations that currently have poor wayfinding and make recommendations for how to improve their identity, signage, access, and interconnectivity of these spaces with other parks, trail networks, business districts, schools, and neighborhoods.
- ix. Community and stakeholder input on a sports and recreation complex.
- x. Market analysis of the need for a sports and recreation complex in Tusayan and the success of other facilities in the region or similarly situated municipalities in the western United States.
- xi. Potential programming and offerings at a sports and recreation complex. An assessment of public-private partnership opportunities may also be included.
- xii. Site analysis, including the potential costs and benefits of developing the sports and recreation complex.
- xiii. Operations analysis for a sports and recreation complex including attendance projections by facility component, fee

schedule, personnel staffing requirements and costs and revenue sources.

- xiv. Sports and recreation complex cost analysis including a projected cost estimate for construction as well as revenue and expenditure projections once the facility opens.
- xv. Periodic attendance of Town Council, GC School Board, and other boards and commission meetings to provide progress updates and discuss the planning process.
- xvi. Submission and presentation of a final written report.
- xvii. Translation of final written report into Spanish.

The following general description of the scope of services is not definitive and is intended as a guide to illustrate minimum project requirements. Consultants are encouraged to present their own path to producing a master plan and feasibility study.

Project Management: Provide leadership, coordination, and facilitation for any tasks proposed, such as schedule development (and updating), MPAT meetings, staff meetings, sub-consultant services, etc.

Existing Facilities and Processes Analysis: Develop an assessment of existing facilities, conditions, funding, and policies as an objective basis for the identification of deficiencies and recommendations.

Trends and Standards: Review and interpret demographic, cultural, socio-economic and other trends relevant to Tusayan using available statistical data. Highlight important changes expected in the demographic composition of residents and discuss implications for future programs, facilities, and standards. Provide additional analysis of emerging parks and recreation trends and current state and national standards that will have an influence on the sports complex.

Comparison of Parks and Recreation Resources: Compare the resources of Tusayan with five (5) similar municipal parks and recreation departments in the region, State, or western United States.

Citizen Interests, Needs and Customer Satisfaction: Determine community member interests and needs and customer satisfaction for recreation programs, parks, trails, open space, buildings and other recreation facilities. Conduct a community-wide, statistically relevant survey to support and influence the recommendations. ****Please itemize the cost of the survey in the fee proposal****

Public Outreach: Develop and utilize effective methods to generate and maximize public participation in development of the PRMP. Outreach process may include:

- gathering input through community workshops (3 minimum)
- at least one community workshop must be in Tusayan and at least one community

- workshop must be held at the school;
- holding stakeholder/focus group meetings;
- contact with Grand Canyon Unified School District;
- presentations to other applicable committees;
- a presentation before the Town Council; and
- other innovative methods (not listed above) for eliciting public and stakeholder input.

Stakeholders:

- Town Council
- Local Business Community
- Local Residents
- Local Property Owners
- GCUSD School board members
- GCUSD School staff
- GCUSD School community
- GCUSD School students
- Sports Complex Working Group
- National Forest Service
- Arizona Public Service
- Grand Canyon Regional Airport (ADOT aeronautical division)
- Local Public Safety
 - Tusayan Fire District
 - Coconino County Sherriff's Office
- Tusayan Sanitary District
- Grand Canyon National Park/US Parks Service
- US Forest Service
- Local Utility/Internet Provider
- Coconino County Parks and Recreation
- Arizona Game and Fish

Master Plan: The Master Plan will synthesize the data and information collected into a presentable document. Additionally, the Master Plan should include:

- Recommendations for standards;
- A comprehensive list of recommended improvements and amenities for individual existing and new facilities;
- Cost projections per park (based on cost per sq. ft.);
- Department goals, policies, priorities, operations, and maintenance needs;
- Potential funding sources and a 10-year plan of implementation;
- A city-wide plan graphic illustrating existing and proposed facilities; and
- References to other applicable Town documents as necessary.

To be provided by the Town:

- A Town Project Manager. It is anticipated that the Town Manager will serve as Town Project Manager.
- A Master Plan Advisory Team comprised of anticipated stakeholders and decision-makers. It is anticipated that the IGA working group will serve as the Master Plan advisory Team.
- Electronic access to all existing studies, plans, programs, and other data.
- Access to all applicable Town records as determined by the Town Project Manager.
- Assistance with community meetings related to logistical arrangements. Town will be responsible for the arrangement, notice and related costs associated with the public input meetings. The consultant shall review with the project manager all prepared information for the public meetings.

Note: Detailed architectural renderings are not required as part of the scope of work at this point in time. However, engineering and architectural work should be considered as part of the cost analysis for a community recreation facility. An applicant may choose to include conceptual renderings as an add-alternate to their proposal.

VI. PROPOSAL TO BE SUBMITTED

At a minimum, the proposal shall be organized and submitted with the following elements:

a. Executive Summary

Provide a brief summary describing the proposer’s ability to perform the work requested, a history of the proposer’s background and experience providing services, the qualifications of the proposer’s personnel to be assigned to this project, and any other information called for by this scope of services which the proposer deems relevant, including restating any exceptions to this request for proposal. This summary should be brief and concise to apprise the reader of the basic services offered, experience and qualifications of the proposer, staff, subcontractors, and/or suppliers.

b. Response to Project Scope and Duties

Proposer shall provide an analysis of how they intend to complete each of the items listed in the Project Scope. Additionally, provide a general timeline for each step in the process and an estimated project completion date. Ideally, an initial draft of the final report should be prepared by _____ and a final draft by _____.

c. Cost Estimate

Proposer shall provide an itemized breakdown of costs associated with the general contract for services and any potential additions during the process.

The Town's budget for the project is \$49,000 – proposals exceeding the Town's budget may be disqualified at the discretion of the Town Manager.

The Town has applied for a *Community Development Block Grant and other smaller grants to offset some of the building project costs*. Applicants should detail their familiarity with grant-funded projects and their ability to meet the documentation requirements for grant-funded projects.

d. Attachments

- i. Proposer shall provide a list of three (3) references of providing services similar to those requested as part of this proposal. Special consideration may be given to those who have performed this work for public-sector or local government entities.
- ii. Proposer shall provide the names, resumes, and description of project roles of all of the firm's employees expected to work on this Project.

Any questions regarding this Request for Proposals and Qualifications should be submitted to Charlie Hendrix at (email) Tusayantownmanager@tusayan-az.gov phone 928-638-9909.

Please submit **one original and ten (10) copies** and **one original copy** of the Proposal on a USB Flash Drive of the requested information **no later than July 17, 2023**. Proposals shall be submitted in sealed envelopes and delivered to:

Charlie Gail Hendrix
Town Manager
845 Mustang Drive
P.O. Box 709
Tusayan, AZ 85023

VII. GENERAL EVALUATION OF PROPOSALS

While the successful firm must submit a competitive fee, price alone will not be the sole criteria in selection. The Project Consultant will be selected based on the following criteria:

- Team personnel's experience and qualifications on similar projects;
- Understanding and prior experience with municipal projects and requirements;
- Understanding of Project scope/intent;
- Approach/Methods/Project Plan; and

- Fee and Staffing Cost.

Interviews may be scheduled with selected prospective consultants as soon as possible after the scoring and ranking, to permit further evaluation and to allow the Town to inquire further into the consultant's experience on similar projects, thorough understanding of the various aspects of the services to be provided, scheduling, budget, and other pertinent matters.

Proposals must remain open as an irrevocable offer to provide service as described in the RFP for a period of 90 days after _____.

The final decision regarding this proposal rests with the Tusayan Town Council. The award decision is expected to be made on or before August 8, 2023.

The Town may add to, modify or change the process or any requirements set forth herein at any time in its discretion.

Nothing contained in this RFP will be deemed to (i) create any right (whether property or other) in any party to have a contract awarded or (ii) create or require any standard for award other than what the Town deems to be in its best interest. The award of a contract will be made at the discretion of the Town and may be made on factors other than cost and on factors that may not appear in this RFP.

Notwithstanding anything to the contrary contained herein, no bidder, whether successful or not, will acquire any legally binding rights against any party including the Town unless and until the bidder and the Town formally execute an agreement that is satisfactory to the Town, in its discretion. The submission of a bid, including the execution of the agreement that is part of this package, will not guarantee a contract award, nor will it guarantee that the Town will not request modifications or deletion of terms before entering into the contract. The Town reserves the right to reject any or all proposals, and the right at its discretion to accept the proposal the Town deems to be most favorable to its interests.

VIII. SPECIFIC DETAILS FOR RFP PROCESS AND AWARD OF AGREEMENT

- A. Purpose; Scope of Work. The Town of Tusayan (the "Town") is issuing this Request For Proposals ("RFP") seeking proposals ("Proposals") from qualified, licensed firms ("Vendors") interested in providing professional services consisting of preparing the Town of Tusayan Sports Complex Master Plan and Feasibility Study (the "Services"), as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B and incorporated herein by reference. In accordance with the Town's Procurement Code, the Town will accept sealed Proposals for the Services specified in the Scope of Work.
- B. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

- C. Irregular or Non-responsive Proposals. The Town shall consider as “irregular” or “non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Town Manager or authorized designee, any of the following are true:
- (1) Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Services.
 - (2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.
 - (3) Vendor cannot demonstrate financial stability.
 - (4) Vendor’s Proposal contains false, inaccurate or misleading statements that, in the opinion of the Town Manager or authorized designee, are intended to mislead the Town in its evaluation of the Proposal.
- D. Submittal Quantities. Interested Vendors must submit **one original** and **ten copies (eleven total submittals)** of the Proposal. In addition, interested parties must submit **one original copy** of the Proposal on a USB Flash Drive (or electronic media approved by the Town) in printable Adobe or Microsoft Word format (or other format approved by the Town). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.
- E. Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink** signature by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **100** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 1/2” x 11”, showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **12 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.
- F. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal, and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall

not be good cause for withdrawal after the Proposal Due Date and Time.

- G. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, Town of Tusayan Sports Complex Master Plan and Feasibility Study, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.
- H. Pricing. The Vendor shall submit the same number of copies of the Fee Proposal as described in Subsection IV (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B. A sample Fee Proposal is attached to the Professional Services Agreement as Exhibit C.
- I. Address. All Proposals shall be directed to the following address: **Charlie Gail Hendrix, Town Manager**, P.O. Box 709, Tusayan, AZ 85023 or hand-delivered to the Town Clerk's office located at 845 Mustang Drive by the Proposal Due Date and Time indicated on the cover page of this RFP.
- J. Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.
- K. Proposal Irrevocable. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.
- L. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.
- M. Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.
- N. Inquiries.
 - (1) Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to Charlie Hendrix, at tusayantownmanager@tusayan-az.gov. Questions shall be submitted via email by the date indicated on the cover page of this RFP. Any correspondence related to

the RFP shall refer to the title and number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

(2) Inquiries Answered. Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received via e-mail will be e-mailed to all parties who obtained an RFP package from the Town and who provided an e-mail address to the Town. Responses will also be posted on the Town's website as an addendum to the original RFP. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

(3) Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend in person or virtually shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the Town at this conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute amendments or addenda to this RFP.

- O. Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the Town with respect to this RFP will be available at:
Town of Tusayan Town Hall
845 Mustang Drive
Tusayan, AZ 85023
Town of Tusayan website at: <https://tusayan-az.gov/>
- P. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or less will not be deducted from the Proposal Price in determining the low Proposal. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.
- Q. Federal Excise Tax; Transaction Privilege Tax. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item.
- R. Public Record. All Proposals shall become the property of the Town and shall become

a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code.

- S. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.
- T. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission. A Town of Tusayan business license is also required.
- U. Certification. By submitting a Proposal, the Vendor certifies:
- (1) No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.
 - (2) No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - (3) No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Town Council members of the Selection Committee, other elected officials, the Town Manager, Department Heads, and other Town staff. All contact must be addressed to the Town Manager except for questions submitted as set forth in Subsection XIV(A) above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.
 - (4) Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.
 - (5) No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the Proposal and the

Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

(6) Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

V. Award of Agreement.

(1) Selection. A Selection Committee composed of representatives from the Town will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses.

(2) Prices Shall Not Be Read.

The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the Town shall not be a factor in determining the most advantageous Proposal. After the Town has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

(3) Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

(4) Multiple Award. The Town, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the Town with the successful offerors.

(5) Form of Agreement. The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time.

(6) Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

W. Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the Town has approved, a professional services agreement between the Town and the Vendor in the form acceptable to the Town Attorney. A sample Professional Services Agreement is included herein.

IX. PROPOSAL FORMAT; SCORING

A. Evaluation Process. Each submittal will be reviewed for compliance with the Proposal requirements by the Selection Committee and Town Council. If necessary, oral interviews with up to three (3) of the highest ranked Vendors based upon the Proposal submittal scoring may be conducted.

B. Proposal Format and Scoring. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria; there is no minimum number that the Selection Committee must award.

C. Cover Letter. The cover letter should state the vendor's interest in the project and summarize their unique qualities and approach to the master plan, anticipated interaction and involvement with Town staff, approach to community outreach and a clear mission statement of how a master plan should be developed.

D. Qualifications. This section will discuss in detail the proposing vendor's qualifications, experience, and ability in managing municipal master planning projects. Include:

1. Lead firm description.
2. Sub-consultant(s) description(s).
3. Vendor's member résumés. Clearly identify the lead firm's project manager and include up to three (3) résumés of lead firm staff and one (1) résumé for each sub-consultant.
4. Organizational chart illustrating the management structure of the entire project team.
5. Similar projects. Include the name, location, completion date, and project description of a minimum of three (3) similar master plan projects completed in the last ten (10) years. In each example, provide the name(s) of team members involved who will be assigned to this project and *client contact references* (including name, title, phone number, and email address).

- E. Approach and Methodology. Describe your organization’s approach to master planning projects, the form or character of the final product, and suggested methodologies for issues anticipated and tasks to be completed. A clear understanding of the unique needs and demands of the Tusayan community should be demonstrated.
- F. Detailed Scope of Services. Using the general scope provided in this RFP as a guide, provide a detailed, itemized description of tasks and services to be completed as well as associated timetables and deliverables.
- G. Project Schedule. Provide a project schedule indicating anticipated milestones and meetings.
- H. Contract Exceptions. Indicate any exceptions to the terms of the Town’s “Agreement for Professional Services” attached as “Attachment A”. Please make comments as specific as possible.
- I. Fee Proposal. Submit with the proposal, *under separate sealed envelope*, one (1) hard copy of your compensation summary, hourly rates (for all lead firm and sub-consultants), and any other applicable fees or expenses.
- J. Evaluation Criteria. Proposals may be evaluated using the following criteria:
 - A. Demonstrated ability to perform the services described.
 - B. Experience, qualifications and expertise of the individuals assigned to the project.
 - C. Experience in leading and delivering master planning services for Parks and Recreation Departments.
 - D. Quality of work as verified by references.
 - E. Ability to complete the project on schedule.
 - F. An understanding of the Town of Tusayan and its needs in a consultant.
 - G. Willingness to accept the Town’s contract terms.
 - H. Any other factors the selection committee deems relevant (when such criteria are used for evaluation purposes, the basis for scoring will be clearly documented and will become part of the public record).

CRITERIA	POSSIBLE POINTS
A. Qualifications and Experience	
• Lead Firms and Sub-consultants.....	10
• Team Members.....	10

B.	Approach and Methodology.....	20
C.	Detailed Scope of Services.....	20
D.	Project Schedule.....	5
E.	Tusayan Needs.....	10
F.	School Needs	10
G.	References.....	5
H.	Budget.....	10

TOTAL POSSIBLE POINTS100

X. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three (3) Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor’s project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

Oral Interview

20	Experience and Qualifications of the Vendor
40	Key Positions
<u>40</u>	Project Approach
100	Total Possible Points for Oral Interview

Total Points Possible for this RFP: 200

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

E-MAIL ADDRESS: _____

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- _____ Small Business Enterprise (SBE)
- _____ Minority Business Enterprise (MBE)
- _____ Disadvantaged Business Enterprise (DBE)
- _____ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TUSAYAN
AND**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of _____, 202_, between the Town of Tusayan, an Arizona municipal corporation (the "Town") and _____, a(n) _____ (the "Consultant").

RECITALS

A. The Town issued a Request for Proposals, _____ " _____" (the "RFP"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking proposals from vendors for _____ (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until _____, 20__ (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four (4) successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term, and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

**TOWN OF TUSAYAN
FORM OF AGREEMENT**

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

3. Compensation. The Town shall pay Consultant an amount not to exceed \$____.00 for the Services at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to

which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping

coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the Town thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of

insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within thirty (30) days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within thirty (30) days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the

defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon thirty (30) days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the Town shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The Town shall be the sole judge and authority in determining the availability of funds under this Agreement and the Town shall keep the Consultant fully informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is a current expense of the Town, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the Town. If the Town Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the Town and the Consultant shall be relieved of any subsequent obligation under this Agreement.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as

**TOWN OF TUSAYAN
FORM OF AGREEMENT**

an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to, nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Coconino County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

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If to the Town: Town of Tusayan
 Charlie Gail Hendrix
 Town Manager
 845 Mustang Drive
 P.O. Box 709
 Tusayan, Arizona 85023

With copy to: Pierce Coleman PLLC
 2812 N Norwalk, Suite 107
 Mesa, Arizona 85215
 Attn: Jon Paladini

If to Consultant: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement

and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three (3) years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

13.19 China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

13.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any Town-approved Purchase Order, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

13.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

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13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

13.23 Special Provisions. Billing for services should be done incrementally based on identified and agreed upon milestones. It is anticipated that at least 50% of the project shall be complete by _____.

[SIGNATURES ON FOLLOWING PAGES]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF TUSAYAN,
an Arizona municipal corporation

Charlie Gail Hendrix, Town Manager

ATTEST:

_____, Town Clerk

_____, Town Attorney

“Consultant”

_____,
a(n) _____

By: _____

Name: _____

Title: _____

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TUSAYAN
AND

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TUSAYAN
AND

[Scope of Work]

See following page(s).

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF TUSAYAN
AND

[Fee Proposal]

See following page(s).

APPENDIX A: LISTING OF TUSAYAN RECREATIONAL OPPORTUNITIES AND FACILITIES

The Sports Complex Master Plan and Feasibility analysis will include an analysis of the recreational opportunities and facilities (public and private) in and around Tusayan. The Master Plan study will identify and analyze the current recreational opportunities/facilities and consider the best uses of the subject property to fit the recreational needs of the community while preserving sustainable public greenspaces.

The community digital recreation guide can be found at this link;
<https://grandcanyoncvb.org/digital-visitor-guide/>

APPENDIX A: MAP OF Tusayan Recreational Areas and Facilities

**Appendix B: IGA between the Town of Tusayan and
Grand Canyon Unified School District #4**

**Appendix C: Decision Notice and Finding of No
Significant Impact - Conveyance of National Forest
System Land to the Grand Canyon School District #4.**

**Appendix D: Quit Claim Deed from The United States
to the Grand Canyon Unified School District #4.**

**ELGA Law—Public Law 106-577, signed by
President Clinton on December 28, 2000**